

South Alabama Regional Planning Commission

REQUEST FOR PROPOSAL PROJECT NUMBER: **2017-5310-01**

7-8 Passenger Van

Bid Opening

May 31, 2017, 10:00 a.m. (CST)

GM&O Building, Suite 306

110 Beauregard Street,

Mobile, Alabama 36602

LEGAL NOTICE

7-9 Passenger Van

Project No: 2017-5310-01

The South Alabama Regional Planning Commission in Mobile, Alabama, is seeking responses from qualified firms for the Purchase and Delivery of New 7 to 9 Passenger Van Vehicles, Project Number: 2017-5310-01, funded through the FTA 5310 Funds. Request for Proposal documents may be obtained at the South Alabama Regional Planning Commission, 110 Beauregard Street, Mobile, Alabama 36602 or at <http://www.mobilempo.org/RFP.html>

Proposals shall be submitted to Monica Williamson, Transportation Planner, South Alabama Regional Planning Commission, GM&O Building, 110 Beauregard, Street Suite 207, Mobile, Alabama 36602, on or before May 31, 2017 at 10:00 a.m. Proposals received after the deadline will not be considered and will be returned to the Proposer unopened. Any changes, or any requests for changes in the specifications, will not be recognized after sealed proposals are submitted to the South Alabama Regional Planning Commission.

Any contract resulting from this request for proposals is subject in part to a financial assistance contract between South Alabama Regional Planning Commission and the Federal Transit Administration (FTA). All Respondents will be required to certify that they are not on the Comptroller General's list of ineligible contractors. Furthermore, the contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

South Alabama Regional Planning Commission hereby notifies all Proposers that in regard to any contract entered into pursuant to this Request for Proposals, advertisement or solicitation, Disadvantaged Business Enterprises are encouraged to apply and will be afforded full opportunity to submit proposals in response, and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.

South Alabama Regional Planning Commission reserves the right to reject any and all proposals as submitted by this Request for Proposals, and to waive informalities and irregularities, as it deems in its best interest.

TABLE OF CONTENTS

SECTION I GENERAL INFORMATION.....	1
1. INTRODUCTION	1
2. SUBMISSION OF PROPOSALS	1
3. PROPOSAL INQUIRIES.....	4
4. COMMENCEMENT OF SERVICES	4
5. QUALIFICATION OF PROPOSERS.....	4
6. FEDERAL GRANT REQUIREMENTS	4
7. DISADVANTAGED BUSINESS ENTERPRISE	5
8. SUBCONTRACTING	5
9. PROCUREMENT AND APPEALS PROCESS.....	5
10. FUNDING	5
11. VALIDITY OF PROPOSALS.....	6
12. ADDENDA AND PROPOSAL REJECTION	6
13. PROPOSAL WITHDRAWAL.....	6
14. EXCEPTIONS TO RFP	7
15. INSURANCE REQUIREMENTS	7
16. ATTACHED EXHIBITS.....	9
SECTION II - TECHNICAL.....	10
SECTION III PROPOSAL CONTENT.....	15
1. SUBMISSION REQUIREMENTS	15
2. PROPOSAL CONTENT.....	15
SECTION IV-PROPOSAL EVALUATION.....	17
1. EVALUATION PROCEDURES.....	17
2. TECHNICAL EVALUATION CRITERIA	18
3. COST PROPOSAL EVALUATION.....	18
EXHIBITS	
A. Federally Required Contract Clauses.....	19
B. South Alabama Regional Planning Commission Procurement Procedures and Appeals Process	29
C. General Information Form.....	35
D. Acknowledgement of Addenda.....	37
E. Required Certifications	39
F. Cost Proposal Forms	47

SECTION I GENERAL INFORMATION

1. INTRODUCTION

South Alabama Regional Planning Commission (SARPC) is the Designated Recipient of FTA 5310 Funds for the Mobile Urban Area. SARPC is soliciting proposals on behalf of Subrecipients through this Request for Proposals ("RFP") from a firm or firms interested and capable of manufacturing and delivering 7 to 9 passenger vehicles.

The SARPC is requesting the following types of vehicles:

- Vans Seating 7 to 9 passengers – Base Order 2

In addition, there will be options available for two years, under this contract, for the purchase of additional rolling stock up to the quantities listed below:

- Vans Seating 7 to 9 passengers – Options up to 6 more.

The specifics of the requirements, and other documents relevant to this RFP, are set forth in the Scope of Services and in the Exhibits attached hereto and made a part hereof.

2. SUBMISSION OF PROPOSALS

Proposers shall submit one (1) ORIGINAL and three (3) copies of the Technical Proposal and (1) ORIGINAL and three (3) copies of the Cost Proposal by **9:55 a.m. (CST) on Wednesday, May 31, 2017:**

South Alabama Regional Planning Commission
Ms. Monica Williamson
Transportation Planner
110 Beauregard, Street, Suite 207
Mobile, Alabama 36602

MAIL
South Alabama Regional Planning Commission
Attn: Ms. Monica Williamson, Transportation Planner
P.O. Box 1665
Mobile, AL 36633

Proposals shall be prepared as described in Section III of this RFP.

Late submissions will not be accepted. It is the responsibility of the Proposer to ensure that its Proposal is delivered to the South Alabama Regional Planning Commission by the date and time referred to hereinabove. Delivery by facsimile or any other electronic means will not be

accepted.

All costs associated with the preparation and delivery of a Proposal is the sole responsibility of the applicable Proposer. Proposers shall not include any such expenses as part of the price proposed in response to the RFP.

A submission of a proposal will be considered by the South Alabama Regional Planning Commission as constituting a legal offer by the Proposer to perform the required services at the proposed price.

VENDOR REGISTRATION

To be recommended for award, South Alabama Regional Planning Commission requires that proposer's complete a "Procurement Information Request" form. The form must be returned to the Transportation Department of SARPC before the bid opening date of this bid solicitation. Form may be returned via email, fax or mail.

In the event the form is not properly completed and returned within the specified time, South Alabama Regional Planning Commission will not consider your bid proposal and record proposal as being "non-responsive".

If not already attached in this bid solicitation, the proposer is responsible for obtaining the "Procurement Information Request" form. Please contact Monica Williamson at (251)706-4613 or mwilliamson@sarpc.org to obtain this form. This form may also be obtained at <http://www.mobilempo.org/RFP.html>, "Request for Proposals".

DEADLINE FOR FORM: May 25, 2017, 10:00 a.m. (CST)

NOTE: All event and requirement times stated in this Request for Proposal refer to local time in Mobile, Alabama (Central Standard Time)

Procuring Entity

RFPNumber: 2017-5310-01
Issue Date: May 2, 2017

Procuring Entity: South Alabama Regional Planning Commission
110 Beauregard St. Suite 207
Mobile, Alabama 36602

Project Coordinator: Monica Williamson
Telephone No: (251) 706-4613
Fax No: (251) 433-6009
Email: mwilliamson@sarpc.org

Proposals received prior to the advertised hour of opening will be kept securely sealed. Any proposals received after the time to which reference is made will not be considered.

It is anticipated that 80 percent of the funding for this project is being provided by the Federal Transit Administration (FTA). Consequently, this project is subject to all applicable federal laws, standards, and regulations, which are referenced throughout this RFP.

A pre-bid conference is scheduled for Tuesday, May 16, 2017 at 10:00 a.m. (CST) at South Alabama Regional Planning Commission, GM&O Building, 110 Beauregard Street, Suite 207, Mobile, AL 36602. The conference will be conducted by teleconference and onsite. **Selection of an attendance option is strongly recommended but not required.**

PRE-BID CONFERENCE REGISTRATION GUIDELINES

Please contact Monica Williamson, at (251)706-4613, mwilliamson@sarpc.org by **3:00 p.m., Monday, May 15, 2017** to give the following:

1. The name of your company and conference call attendee(s)
2. The attendee's phone contact information.
3. Please indicate whether the attendee will be attending the meeting via onsite or conference call (VERY IMPORTANT).

*****CONFERENCE CALL PROCESS*****

The perspective bidder will be provided with a phone number and conference instructions prior to the Pre-bid Conference.

Perspective bidder may begin calling at 9:55 AM (CST) DURATION OF CONFERENCE

CALL: 1 HOUR

The pre-proposal conference call will be recorded. Minutes from the conference will be available to any proposer requesting a copy.

South Alabama Regional Planning Commission will diligently work to the best of its ability in managing the conversation(s) during the meeting so that all proposers have sufficient opportunity to present their statement(s) concerning this bid solicitation. In addition, below are "common rules" that are being requested so that the meeting is an effective one:

COMMON RULES

1. Please refrain from using wireless devices throughout the conference call (e.g. cordless phones, cell phones, personal digital assistant (PDA), wireless notebooks.
2. Please insure that you are not talking in a noisy area.
3. South Alabama Regional Planning Commission will have a "roll call" on attendance before the meeting begins. (i.e. South Alabama Regional Planning Commission and proposers).
4. State your name and company name when asking a question or making a statement. Please keep your statements brief and to the point.
5. Please allow speakers to finish their statement(s) before speaking.
6. If you require additional explanations concerning this bid proposal after this pre-bid meeting, please address your written statements to Monica Williamson, Transportation Planner at mwilliamson@sarpc.org.

PROCUREMENT SCHEDULE

The following schedule will be adhered to with regard to the Invitation for Bids:

RFP Announcement	May 2, 2017
Bid Solicitation (available for pickup)	May 2, 2017
Pre-bid Conference	May 16, 2017, 10:00 a.m. CST
Approved Equal / Clarification Request	May 18, 2017
Approved Equals / Clarification	May 23, 2017
Procurement Information Request Form	May 26, 2017 4:00 p.m. CST
Bid Opening	May 31, 2017, 10:00 a.m. CST
Contract Execution Notice to Proceed	TBD

3. PROPOSAL INQUIRIES

Communication by any Proposer with any agent or employee of the South Alabama Regional Planning Commission or on the subject of this RFP, or the pending process may result in the Proposer being deemed ineligible with regard to this RFP. All questions and requests for clarification regarding this RFP or this process must be submitted via email to Monica Williamson, Transportation Planner at mwilliamson@sarpc.org.

Any correction or changes to this RFP will be made by written addendum only and will be distributed to all known recipients of the RFP document. All signed Addendums must be submitted with proposals at the time of submission.

4. COMMENCEMENT OF SERVICES

It is the intent of SARPC to execute an agreement with the successful Proposer, to commence upon award of a contract.

5. QUALIFICATION OF PROPOSERS

Prospective Proposers must meet the following minimum qualifications to be considered for selection. All Proposers to this RFP shall have at least five (5) years demonstrated relevant experience in sales and/or manufacturing and delivering accessible vehicles. Such services shall meet all criteria and requirements identified in the RFP. All Proposers must have sufficient financial capacity to complete the project. SARPC is the sole judge in determining compliance with qualifications standards.

6. FEDERAL GRANT REQUIREMENTS

Exhibit - A, attached hereto and made a part hereof sets forth federal requirements placed upon vendors who are participating in a project funded in whole or in part with Federal grants. Its provisions are hereby included herein as an integral part of this RFP. Vehicles purchased as a result of this RFP must meet Buy America requirements as described in Exhibit A.

7. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the South Alabama Regional Planning Commission that Disadvantaged Business Enterprises ("DBE's") be afforded the maximum opportunity to participate in the performance of all contracts let by SARPC in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. This participation may be in the form of prime contracts, and/or sub-contracts, and/or direct or general overhead items procured from DBEs allocated to the Services.

The term "disadvantaged business enterprise" means a business enterprise that is at least 51% owned and controlled by one or more socially disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons would include but not be limited to citizens of the United States who are: African Americans (not of Hispanic origin); Hispanic Americans; Native Americans; Asian-Pacific Americans; and, women regardless of race and ethnicity.

DBE Requirements for Transit Vehicle Manufacturers

Pursuant to Title 49, Code of Federal Regulations, Part 26.49, the Vehicle Dealer and/or Manufacturer, as a condition of being authorized to respond to this solicitation, must certify by completing the form in Exhibit E DBE Approval Certification that it has on file with the Federal Transportation Administration (FTA) an approved or not disapproved annual disadvantaged business enterprise (DBE) subcontracting participation goal.

8. SUBCONTRACTING

If subcontractors are necessary to complete any functions of this requirement, the Proposer must list their names and business locations of any proposed subcontractors, with their submitted Proposal Form. The South Alabama Regional Planning Commission reserves the right to review and approve any subcontractors proposed by the Respondent. Any approval of the subcontractor shall not be construed as making The South Alabama Regional Planning Commission party of such contract, giving the subcontractor privities of contract with The South Alabama Regional Planning Commission, or subjecting The South Alabama Regional Planning Commission to liability of any kind to any subcontractor.

9. PROCUREMENT AND APPEALS PROCESS

The South Alabama Regional Planning Commission's procurement procedures and appeals process are contained in Exhibit – B attached hereto and made a part hereof.

10. FUNDING

Any contract resulting from this request for proposals is subject in part to a financial assistance contract between the South Alabama Regional Planning Commission and the Federal Transit Administration. All firms will be required to certify that they are not on the General Services Administration's list of Excluded Party Proposers. Further, the Proposer will be required to comply with all applicable equal employment opportunity laws and regulations.

No proposal will be accepted from, or a Contract awarded to any person, firm, or corporation that is in arrears or is in default to the State of Alabama upon any debt or contract or that is in default as a surety or in any other manner is in default of any obligation to the State. Additionally, no Contract shall be awarded to any person, firm, or corporation that has failed to perform on any prior or previous contract, agreement, or license with the State. Nor will any Contract be awarded to any firm that is not registered with the Secretary of State's Office to conduct

business in the State of Alabama.

11. VALIDITY OF PROPOSALS

Proposers agree that their proposals remain valid for a period of sixty (60) days after the above cited due date for submission of proposals and may be extended beyond that time by mutual agreement.

Proposers agree that the technical portion of their proposals (not including proprietary information) and cost proposal may be released to other Proposers upon announcement of award, if requested by such other Proposers

By responding to this RFP, the Proposer implicitly states that the proposal is not made in connection with any competing firm submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. It is further implied that the Proposer did not participate in The South Alabama Regional Planning Commission's RFP development process, had no knowledge of the specific contents of this RFP prior to its issuance, and that no employee of the South Alabama Regional Planning Commission participated directly or indirectly in the firm's proposal preparation.

12. ADDENDA AND PROPOSAL REJECTION

The South Alabama Regional Planning Commission reserves the right to issue addenda to this RFP as a result of inquiries received, or to make adjustments to its project schedule if it is deemed in the South Alabama Regional Planning Commission's best interest to do so. It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated contact person prior to entering a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposal.

The South Alabama Regional Planning Commission reserves the right to reject any and all Proposals resulting from this RFP if the South Alabama Regional Planning Commission deems that it is in the best interest of South Alabama Regional Planning Commission to do so. The South Alabama Regional Planning Commission may elect to make an award of the subject contract as direct result of Proposals received or elect to negotiate with Proposers.

13. PROPOSAL WITHDRAWAL

Each and every proposer who submits their proposal specifically waives any right to withdraw it except as hereinafter provided. Proposers will be given permission to withdraw any proposals after it has been deposited with South Alabama Regional Planning Commission provided proposer makes his request by telephone, facsimile or in writing, twenty-four (24) hours before the due time. Request pertaining to withdrawal by telephone or facsimile must be confirmed in writing by the proposer and must reach the office of the Transportation Department of the South Alabama Regional Planning Commission not later than one (1) hour prior to the time fixed for submission of proposals.

No proposers may withdraw their proposal within sixty (60) days after the date fixed for proposals opening.

14. EXCEPTIONS TO RFP

All exceptions taken by Proposer must be specific. Proposer must clearly indicate what alternative is being offered to allow The South Alabama Regional Planning Commission a meaningful opportunity to evaluate the Proposal. Submitting an alternative proposal does not relieve the Proposer from submitting the Minimum Requirements as stated in the RFP. The South Alabama Regional Planning Commission is under no obligation to accept any proposed exceptions or alternatives.

15. INSURANCE REQUIREMENTS

If requested by South Alabama Regional Planning Commission the proposers shall furnish satisfactory proof of insurance that may be required. On each policy of insurance required hereunder, South Alabama Regional Planning Commission shall be named as additional insured.

In addition, the proposers shall maintain in effect at all times during the performance of work under this contract workmen's compensation insurance as required by state law.

Unless specific requirements are listed below, the bidder shall obtain and thereafter maintain and pay the premiums for insurance of the types and the limits that it deems sufficient for its protection.

Additional insureds required by contract should be automatically included in all of the Bidder's insurance programs:

South Alabama Regional Planning Commission
110 Beauregard Street
Mobile AL 36602

In any event, the bidder shall maintain and pay the premiums for insurance of the types and in the limits of not less than the following:

- 1) a) Worker's Compensation of not less than \$1,000,000.
- b) Employer's Liability Insurance endorsed with a Broad Form All States Coverage, which shall cover all the Bidder's employees engaged in the performance of the works. This coverage should not be less than 1,000,000.
- 2) Comprehensive. General Liability Insurance Coverage with limits not less than required by **Umbrella Liability Insurance** below and covering at least:
 - a) Operations - Premises Liability
 - b) Independent Contractor's Liability
 - c) Broad Form Contractual Liability covering the bidder's obligations.
 - d) Completed Operations Liability
 - e) Personal Injury Liability including claims arising from employees of the Bidder.
 - f) Broad Form Property Damage Liability.
- 3) Excess and Umbrella Liability Insurance in excess of 1) (b), and 2) above of not less than \$3,000,000.

4) All such insurance as indicated above shall be provided by insurance companies having a Best's rating of not less than **A:VI**, as shown in the current issue of Best Key Rating Guide Property-Casualty

5) Proof that such insurance coverage exists shall be furnished to THE SOUTH ALABAMA REGIONAL PLANNING COMMISSION before the Bidder commences any of the parts of the work of the Contract. The Bidder agrees that if any policy of insurance is in effect in such manner as to affect the insurance called for herein, 30 days' notice in writing shall be given to THE SOUTH ALABAMA REGIONAL PLANNING COMMISSION prior to any such change or cancellation.

6) The Bidder shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and those of all applicable State Acts, Laws or Regulations during the conduct of and the Bidder's performance of this Contract. The Bidder shall indemnify THE SOUTH ALABAMA REGIONAL PLANNING COMMISSION for fines, penalties and corrective measures that result from the acts of commission or omission of the Bidder, its subcontractors, if any, agents, employees and assigns and their failure to comply with such safety rules and regulations.

7) The South Alabama Regional Planning Commission will give to the Bidder prompt notice in writing of the institution of any suit or proceeding and permit the Bidder to defend same, and will give all needed information, assistance, and authority to enable the Bidder to do so. The Bidder shall similarly give THE SOUTH ALABAMA REGIONAL PLANNING COMMISSION immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the Contract. The Bidder shall furnish immediately to THE SOUTH ALABAMA REGIONAL PLANNING COMMISSION copies of all pertinent papers received by the Bidder.

8) The Bidder shall require its subcontractors, if any, to obtain an amount of insurance coverage, which is deemed adequate by the Bidder. The Bidder shall be liable to the extent that the subcontractor insurance coverage is inadequate. The subcontractors, prior to commencing any of the work, shall submit certificates evidencing such insurance coverage to the Bidder.

9) The South Alabama Regional Planning Commission reserves the right to inspect in person, prior to commencement of the work, all of the Bidder's insurance policies in regard to insurance required herein.

Proposer's failure to procure or maintain required insurance will constitute a material breach of the Contract.

16. ATTACHED EXHIBITS

The following exhibits are included in this RFP package:

A. Federally Required Contract Clauses

B. South Alabama Regional Planning Commission Procurement Procedures and Appeals Process

C. General Information Form

D. Receipt of Addenda Form

E. Required Certifications

- **Certificate of Eligibility**
- **Certificate of Non-Collusion**
- **Certificate of Restrictions on Lobbying**
- **Certificate of Buy America**
- Certificate of Compliance with Pre-Award and Post Delivery Audits
- Certificate of DBE Participation
- Subcontractor DBE Form
- **Certificate of Compliance with Federal Motor Vehicle Safety Standards**
- **Federal Motor Vehicle Safety Standards and Pollution Certificate**
- **Certificate of Compliance with Bus Testing Requirements**
- **Transit Vehicle Manufacturer's Certificate**

*****BOLD INDICATES FORM INCLUDED*****

F. Cost Proposal Forms

SECTION II - TECHNICAL SPECIFICATIONS

BACKGROUND

The South Alabama Regional Planning Commission is seeking a firm to provide New Converted Wheelchair Accessible Van Vehicles. These vehicles will be used by subrecipients of Federal Transit Administration 5310 Funds for the Enhanced Mobility of Seniors and Individuals with Disabilities. Funding for the purchase is provided in part with Federal Transportation Administration funds.

Listed below are the minimum requirements for the vehicles, which shall be converted to meet all ADA standards for transportation of passengers in wheelchairs.

1. OVERALL SEATING CAPACITY, DIMENSIONS AND WEIGHT

Seating capacity for each vehicle shall be configured with a driver's seat and a seating capacity of 7 to 9 passengers.

2. STANDARD FEATURES (MINIMUM REQUIREMENTS)

2.1 ENGINE: gasoline engine of a size compatible with the specified passenger capacity and transmission

2.2 TRANSMISSION: automatic transmission

2.3 COLOR: Exterior-White; Interior- Charcoal As Supplied With Standard Package (Choice of vinyl or cloth)

2.4 WEIGHT: 5280 or Greater

2.5 BRAKES: Power, 4 wheel, heavy duty disc antilock brake system

2.6 STEERING: Power

2.7 TIRES: Tire size must be compatible with each vehicle and each vehicle's GVWR. Tires shall be steel-belted radial all season type tires (must be approved for use as mud and snow tires.) Spare wheel and tire mounted on each vehicle at an accessible location required.

2.8 FUEL SYSTEM: Total fuel tank capacity shall be a minimum of 25 U.S. gallons.

2.9 BODY STRUCTURE:

2.9.1. The entire body-frame understructure of each vehicle is to be fully undercoated with high quality material.

2.9.2. Roof gutters shall be installed over all windows and doors, per OEM design.

2.9.3. In the event the tires extend beyond the side of each vehicle, splash aprons or fenders shall be provided.

2.9.4. Front and rear bumpers shall be provided.

2.9.5. At locations where a lowered floor is installed, it shall be properly braced and reinforced to allow the structural integrity of the vehicle to remain intact.

2.10 AIR BAGS: Driver and front passenger air bags will be furnished.

2.11 AIR CONDITIONING: Heaviest duty OEM air-conditioning which consists of dash mounted unit.

2.12 DEFROSTER: A front and rear defroster shall be provided.

2.13 WINDSHIELD WIPERS: Two heavy duty electric two-speed windshield wipers with intermittent feature controlled by a switch shall be furnished. Windshield washer is to be included, with a reservoir easily accessible for filling.

2.14 SEAT BELTS: Each passenger, including the driver, shall be provided with an individual seat belt with shoulder harness.

3 OTHER REQUIREMENTS:

3.1 A key start system shall be provided

3.2 Vehicle interior height 56" minimum

3.2 Interior height at passenger and driver positions 56" minimum

3.4 Ground clearance at frame (loaded) 5.5"

3.5 Meets all Federal Motor Vehicle Safety Standards

4. MODIFICATIONS

4.1 All welds shall be made in a workmanlike manner, properly fused of ample penetration, and shall on all exposed surfaces, where practical, be smoothly finished. Intermittent or spot welds shall be spaced and proportioned as to provide ample strength for the purpose. All welded joints shall be clean and primed. All welds shall be relatively free of slag inclusions, undercut, roll, blowholes, unfilled craters, improper fit-up and porosity. Fillet weld sizes shall be at least equal to the thickness of the least of the joined plates.

4.2 All windows shall be free of any defects due to welding slag or assembly damage.

4.3 Lowered floor and lowered floor frame attachment to the vehicle shall be made by welds only. Gluing, riveting or bolting of the lowered floor or any of the structural members to the vehicle shall be deemed inadequate securement. Lowered floor frame shall consist of 14 gauge Hot Rolled Steel supported by 1 ½" by 3" 14 gauge tubular frame members and 1 ½" square 14 gauge steel tube frame members for strength and safety of wheelchair occupants.

4.4 No flat steel structures or angle iron shall be deemed adequate framing for long-term durability or occupant protection.

4.5 If a lowered floor is provided on each vehicle, it shall be lowered no more than 16 inches in the rearmost part and no more than 11 inches in front of the rear axle. The floor shall be lowered from a location rearward of the front driver and passenger seat to the rearmost part of the vehicle. The highest quality of construction is required.

4.6 Each vehicle shall be reinforced such that the structural integrity of the basic van is not

degraded.

4.7 Any wiring spliced into the factory wiring harness must have soldered connections and be fully insulated. No butt connectors shall be used in any of the factory spliced wiring.

5. FLOOR

5.1 The floor shall be made of metal, properly insulated, securely welded to steel chassis or body and covered with commercial heavy duty transit flooring. All edges shall be properly sealed to prevent entrance of moisture that could cause bulging, material failure.

5.2 Floor covering shall be OEM specification carpet smooth and at least 1/8 inch under driver and passenger seats and non-skid 1/8 inch thick commercial grade flooring in the lowered floor wheelchair areas. All step edges, thresholds and the boarding edge of ramps or lift platforms shall have a band of (color) s running the full width of the step or edge, which contrasts from the step tread and riser, or lift or ramp surface, either light-on-dark or dark-on-light.

5.3 All joints shall be the butt type. Floor covering shall be connected and rolled to the floor to prevent bubbles or blisters, which could create a safety hazard.

6. SEATING

6.1 Passenger seats shall be covered with Original Equipment Manufacturer (OEM) heavy-duty vinyl fully padded construction and color coordinated.

6.2 Seat Covering and padding material shall meet the burn resistance requirements of FMVSS 302.

6.3 Each passenger, including the driver, shall be provided with an individual seat belt with shoulder harness. Seat belts shall comply with FMVSS 209. Belts will be of sufficient length to accommodate adult passenger.

6.4 Seat anchorage shall comply with FMVSS 207

6.5 Front driver seat and front passenger seat (if provided) shall be mounted on OEM factory floor.

7. EXTERIOR/INTERIOR PAINT

7.1 All exposed metal surfaces, except galvanized and stainless steel, must be powder coated.

7.2 The exterior color shall be white and the vendor shall contact the purchaser for selection of an exterior color from standard factory color chart at the time of order..

7.3 All interior surfaces, which require painting, shall be painted the same color. This includes the exposed interior metal surfaces, if any, of the side and rear doors. The interior color shall be color keyed to each vehicle's exterior color and shall harmonize with the color of the roof liner and any side paneling or other covering.

8. BACK UP WARNING DEVICE A Connecticut Department of Transportation (DOT) compliant back up warning beeper is required.

9. OTHER REQUIREMENTS

9.2 Vehicles with modifications shall be Altoona tested for commercial durability and FMVSS 301 fuel system integrity, front, side and rear impact tested.

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SECTION III PROPOSAL CONTENT

1. SUBMISSION REQUIREMENTS

All information shall be provided according to the following instructions in order to be considered a responsive Proposal.

One copy marked ORIGINAL and three (3) identical hard copies of the Technical Proposal shall be enclosed in a sealed envelope and clearly marked "TECHNICAL" on front thereon. The Respondent's complete return address must be included on the envelope.

One copy marked ORIGINAL and three (3) identical hard copies of the Cost proposal shall be enclosed in a separate sealed envelope and clearly marked "COST PROPOSAL: 7 to 9 PASSENGER VAN" on the front thereon. The Respondent's complete return address must be included on the envelope.

The envelope containing the technical proposal and the envelope containing the cost proposal shall be enclosed in an outer envelope clearly marked "PROPOSAL: 7 to 9 PASSENGER VAN " on the front thereon. The Respondent's complete return address must be included on this envelope.

Each Proposal shall be typed and should be concise but comprehensive and not include any unnecessary elaborate or promotional materials. The Proposal is limited to 20 - 8 ½ X 11 sheets or 40 pages of double sided prints. Font size 12 points. Required certifications are not considered part of the page limit.

Proposers shall provide a proposal which includes the required elements, both in content and sequence as set forth in this section. Proposal Forms must be completed and signed. All required certifications must be completed, signed and submitted with each Proposal.

Cost Proposal information shall be based on the type of vehicle to be provided and the associated requirements as specified in this RFP. The price to be quoted in any proposal shall include all items of labor, materials, and other costs necessary to fully provide the vehicles specified.

2. PROPOSAL CONTENT

Proposers are required to submit the following information. Failure to respond to each item may render the Proposal non-responsive, causing it to be rejected. Contents of Proposals shall be as follows:

A. Cover Letter

The cover letter shall state the Proposer's name and summarize the main qualifications of the firm.

B. Description of Proposed Vehicle

If the proposer is submitting proposals for both side access and rear access, provide this information for each vehicle, clearly labeled.

Describe the proposed vehicle indicating how it meets the technical specifications.

Include the following information:

- Manufacturer

- Model year
- Model name
- Vehicle accessories, including any additional vehicle accessories or driver convenience package, which will be included on these vehicles
- Warranty coverage, including manufacturer's warranty, conversion warranty, corrosion warranty and any options for extended warranties.
- Floor plan of vehicle
- Any and all exceptions to the technical specifications must be noted
- Delivery Schedule

C. Experience

Provide a description of the firm's experience in similar conversion projects and qualifications of individual/firm and any proposed subcontractors to perform these services. Include a description of the firm's quality control management.

D. General Information Form and Certifications

Complete all the forms and certifications included with this RFP.

E. References

Include references from three similar conversion projects undertaken. References must include name of reference, contact person, telephone number, contract cost, and description of contract work.

F. Altoona Test Include a copy of Altoona test certification results.

G. Financial statement

A statement indicating financial stability and capability to obtain resources to fully comply with all warranty and other obligations.

H. Cost Worksheet

The completed attached cost worksheet describing the proposed vehicle to be converted and accompanying accessories, along with the dealer's information must be submitted.

SECTION IV-PROPOSAL EVALUATION

1. EVALUATION PROCEDURES

An award will be made to the most responsible and responsive firm in accordance with the evaluation criteria set forth in this RFP. All proposals received will be evaluated and scored by an Evaluation Review Committee. Proposal evaluation is an assessment of both the Proposal and the Proposer's ability to successfully accomplish the required services.

The Evaluation Review Committee shall review each Proposal submitted and may invite some or all of the Proposers to submit additional material to support or clarify their proposals. The Evaluation Review Committee will take all information provided into consideration in making its recommendation to award a contract to the successful Proposer in the best interests of The South Alabama Regional Planning Commission. The South Alabama Regional Planning Commission shall select the highest rated Proposal subject to negotiation of fair and reasonable compensation.

If determined necessary, the Evaluation Review Committee may invite top Proposers found to be within the competitive range, or may be reasonably made to be within the competitive range for an interview. If interviews are conducted, the Evaluation Review Committee will be provided the opportunity to revise their original evaluation and score to accurately reflect any additional information that may have been obtained through the interview process.

The final score for each proposal will be obtained by summing the results from each section (Technical Proposal and Cost Proposal), with a perfect final score being 100 points. The Evaluation Review Committee will take the total score for each Technical Proposal and add to it the respective Cost Proposal evaluation score to rank the proposal and to determine the overall preferred proposals.

In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understanding to any Contract requirements, said conditions, exceptions, reservations or understandings may be discussed during the interview or negotiation meetings. However, The South Alabama Regional Planning Commission shall have the right to reject any and all conditions and/or exceptions, and instruct the Proposer to amend its Proposal and remove said conditions and/or exceptions; and any Proposer failing to do so may cause The South Alabama Regional Planning Commission to determine such Proposal to be outside the competitive range.

The Proposer with the highest ranking Proposal may be contacted regarding any potential areas to be negotiated. If negotiations are determined not necessary, a contract will be awarded to that firm. If negotiations are conducted and not successful with the highest ranking Proposer then negotiations may be conducted with the next highest ranking Proposer and so on down the line until negotiations are successful.

The South Alabama Regional Planning Commission reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any individual or qualified firm, to modify or cancel in part or in its entirety the RFP, to request revised Proposals, to request further information, or to request Best and Final Offers if it is in the best interest of The South Alabama Regional Planning Commission to do so. However, The South Alabama Regional Planning Commission may select a Proposal or Proposals for award without any discussions or negotiations or request for any BAFOs. Proposers are hereby notified that the selected firms are expressly prohibited from offering any rebates, parts credits and any other price discounts following

contract award. Thus, the initial proposal should represent the “best offer.”

The Evaluation Review Committee will make a recommendation of award of a contract to The South Alabama Regional Planning Commission's appropriate authorized representative. All Proposers will be notified of the recommended award by mail.

This RFP does not commit The South Alabama Regional Planning Commission to award a contract. The South Alabama Regional Planning Commission reserves the right to waive informalities and irregularities in the Proposals received, or to reject all proposals submitted.

2. TECHNICAL EVALUATION CRITERIA

Proposals will be evaluated using the following principal selection criteria:

Maximum Possible Technical Points = 60points

A. Product Design and Performance 40 points

The information provided by the Proposer in its technical submittal relating to the vehicles to be provided will be utilized to evaluate the proposal in relation to this factor. The evaluation committee will evaluate adherence to the technical specifications, warranty provided, and delivery schedule. The number and significance of the requested deviations from the technical specifications will impact the final point determination of this section.

B. Proposer's Experience and Qualifications 20 points

The Review Committee will consider the capability and experience of the Proposer as presented in the Proposal or as is determined by review of information available from references or other resources.

3. COST PROPOSAL EVALUATION

This aspect relates to the Proposer's cost proposal.

As described below, the proposed cost as submitted by the Proposer on The South Alabama Regional Planning Commission's Cost Proposal Form provided herewith as Exhibit F will be assigned a maximum of 40 points. The Contractor is **required** to use Exhibit F, without alteration, for submittal of their Cost Proposal. **Please DO NOT use your own forms.**

A. Cost Proposal Criteria 40 points

The cost will be evaluated in the following manner:

The lowest Cost Proposal will receive 40 points. All other proposals will receive between 1 to less than 40 points based on the numerical relation of their cost to the amount asserted in the Proposal having the lowest cost amount. This point total will be calculated by dividing the lowest price by the total price of the Proposal being evaluated and the result multiplied by the maximum weight for price (40 points) to arrive at a Cost Proposal score.

EXHIBIT A – FEDERAL CONTRACT CLAUSES

FEDERALLY REQUIRED CONTRACT CLAUSES

Buy America - The Proposer agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the US for 15 passenger vans and 15 passenger wagons produced by Chrysler Corp., software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content.

A Proposer or offeror must submit to the FTA recipient the appropriate Buy America certification (**See Exhibit D**) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier sub Proposers.

Bus Testing - The Proposer agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly. (discussed above)
2. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be

capable of meeting the bid specifications.

3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Energy Conservation - The Proposer agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Clean Water - (1) The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Proposer agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Air - (1) The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Proposer agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Proposers who apply or bid for an award of \$100,000 or more shall file the certification (**see page D4 of this RFP**) required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Proposer agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Proposer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Proposer also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Proposer access to Proposer's records and construction sites pertaining to a major capital project, defined at

49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Proposer agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Proposer, access to the Proposer's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Proposer agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Proposer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Proposer shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Proposer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Proposer agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Proposer agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes - Proposer shall at all times comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and the federal agency as they may be amended or promulgated from time to time during the term of this contract. Proposer's failure to so comply shall constitute a material breach of this contract.

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No Proposer or subProposer contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times

the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Proposer and any subProposer responsible therefore shall be liable for the unpaid wages. In addition, such Proposer and subProposer shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The South Alabama Regional Planning Commission shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Proposer or subProposer under any such contract or any other Federal contract with the same prime Proposer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Proposer, such sums as may be determined to be necessary to satisfy any liabilities of such Proposer or subProposer for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Proposer or subProposer shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subProposers to include these clauses in any lower tier subcontracts. The prime Proposer shall be responsible for compliance by any subProposer or lower tier subProposer with the clauses set forth in paragraphs (1) through (4) of this section.

No Obligation by the Federal Government.

(1) The Purchaser and Proposer acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Proposer, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Proposer agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subProposer who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Proposer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Proposer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Proposer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil

Remedies Act of 1986 on the Proposer to the extent the Federal Government deems appropriate.

(2) The Proposer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Proposer, to the extent the Federal Government deems appropriate.

(3) The Proposer agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subProposer who will be subject to the provisions.

Termination

a. Termination for Convenience. The South Alabama Regional Planning Commission may terminate this contract, in whole or in part, at any time by written notice to the Proposer when it is in the Government's best interest. The Proposer shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Proposer shall promptly submit its termination claim to The South Alabama Regional Planning Commission to be paid the Proposer. If the Proposer has any property in its possession belonging to The South Alabama Regional Planning Commission, the Proposer will account for the same, and dispose of it in the manner The South Alabama Regional Planning Commission directs.

b. Termination for Default. If the Proposer refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Proposer fails to comply with any other provisions of this contract, The South Alabama Regional Planning Commission may terminate this contract for default. The South Alabama Regional Planning Commission shall terminate by delivering to the Proposer a Notice of Termination specifying the nature of the default. In this event, The South Alabama Regional Planning Commission may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Proposer and its sureties shall be liable for any damage to the Recipient resulting from the Proposer's refusal or failure to complete the work within specified time, whether or not the Proposer's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Proposer's right to proceed shall not be terminated nor the Proposer charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Proposer. Examples of such causes include: acts of God, acts of the Recipient, acts of another Proposer in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Proposer, within [10] days from the beginning of any delay, notifies The South Alabama Regional Planning Commission in writing of the causes of delay. If in the judgment of The South Alabama Regional Planning Commission, the delay is excusable, the time for completing the work shall be extended. The judgment of The South Alabama Regional Planning Commission shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Proposer's right to proceed, it is determined that the Proposer was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of The South Alabama Regional Planning Commission.

Suspension and Debarment- This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Proposer is required to verify that none of the Proposer, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Proposer is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Proposer or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by The South Alabama Regional Planning Commission. If it is later determined that the Proposer or Proposer knowingly rendered an erroneous certification, in addition to remedies available to The South Alabama Regional Planning Commission, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Civil Rights - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. § 5332, the Proposer agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Proposer agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Proposer agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending

Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Proposer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Proposer agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

(3) The Proposer also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Privacy Act

A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of The South Alabama Regional Planning Commissions General Manager. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Proposer mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Proposer shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Proposer and the Proposer shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Proposer shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Proposer arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court

of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by The South Alabama Regional Planning Commission, Gregg Wies & Gardner Architects, LLC or Proposer shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **6.3%**. A separate contract goal has not been established for this procurement.

b. The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Proposer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as The South Alabama Regional Planning Commission deems appropriate. Each subcontract the Proposer signs with a subProposer must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful Proposer/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Proposer agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the Proposer receives from the South Alabama Regional Planning Commission. The Proposer agrees further to return retainage payments to each subcontractor within 14 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of South Alabama Regional Planning Commission . This clause applies to both DBE and non- DBE subcontracts.

e. The Proposer must promptly notify The South Alabama Regional Planning Commission, whenever a DBE subProposer performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subProposer to perform at least the same amount of work. The Proposer may not terminate any DBE subProposer and perform that work through its own forces or those of an affiliate without prior written consent of The South Alabama Regional Planning Commission.

Fly America Requirements - The Proposer agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their Proposers are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Proposer shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to

use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Proposer agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Cargo Preference - Use of United States-Flag Vessels - The Proposer agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Proposer in the case of a subProposer's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Incorporation of Federal Transit Administration (FTA) Terms – The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of The South Alabama Regional Planning Commission's requests which would cause The South Alabama Regional Planning Commission to be in violation of the FTA terms.

EXHIBIT B – PROCUREMENT AND APPEALS PROCESS

PROCUREMENT PROCEDURES AND APPEALS PROCESS

Approved Equals

Brand Names

Wherever brand, manufacturer or service names are used, they are included only for the purpose of establishing a description of minimum quality of the service. This inclusion is not to be construed as advocating or prescribing the use of any particular brand or item or service. Wherever such names appear approved equals or better will be accepted. Proposer must request, in writing from South Alabama Regional Planning Commission an approved equal of their service being proposed if different from that being specified.

Approved Equals

If a potential proposer(s) feel(s) that his/her service is an equal to the service specified, he/she must submit a written request to South Alabama Regional Planning Commission.

Request for approved equals, clarification of scope of work, and protest of scope of work must be received by South Alabama Regional Planning Commission in writing by December 4, 2015, 5:00p.m.. Any request for an approved equal or protest of the scope of work must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the scope of work requirement. The proposer(s) must demonstrate the equality of the substitute service to South Alabama Regional Planning Commission and must furnish sufficient information to enable South Alabama Regional Planning Commission to determine whether the proposer(s) service is or is not equal to the specified. South Alabama Regional Planning Commission's replies to such request will be postmarked at least five (5) days before the date scheduled for the proposal opening. A notice of approved equals shall be furnished to all parties receiving a scope of work so those proposers may submit their proposal accordingly.

Protest Procedures

General

Protest may be made by prospective bidders or proposers whose direct economic interest would be affected by the award of a contract or by failure to award a contract. South Alabama Regional Planning Commission will consider all protest requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protest are to be submitted in writing to: Monica Williamson, South Alabama Regional Planning Commission, GM&O Transportation Center, 110 Beauregard Street, Suite 104, Mobile, AL 36602. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. Protest must include the following information:

- (A) name, address, and telephone number of protestor,
- (B) identification of contract solicitation number,
- (C) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- (D) a statement as to what relief is requested.

Protest must be submitted to South Alabama Regional Planning Commission in accordance with these procedures and time requirements must be complete and contain all issues that the protestor believes relevant.

In the procedure outline below, the Executive Director is considered to be the Contracting Officer.

Protest Before Opening:

Bid protest alleging restrictive specifications or improprieties which are apparent prior to the bid opening or receipt of proposals must be submitted in writing to the Contracting Officer at the address above and must be received at least seven (7) days prior to the bid opening or closing date for receipt of bid proposals. If the written protest is not received by the time specified bids or proposals may be received and award made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral protest not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or responses from other bidders, which shall be submitted to the Contracting Officer not less than ten (10) days after the date of South Alabama Regional Planning Commission's request. So far as practicable, appeals will be decided based on the written appeal, information and written responses submitted by the appealing party and other bidders. In failure of any party to timely respond to a request for information, it may be deemed by South Alabama Regional Planning Commission that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such case, the protest will proceed and will not be delayed due to the lack of response. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by The South Alabama Regional Planning Commission Transit, the Contracting Officer shall either (a) render a decision, or (b) at the sole election of the Contracting Officer, conduct an informal hearing at which the interested parties will be afforded the opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, if one is held, the Contracting Officer will render a decision, which shall be final, and notify all interested parties thereof in writing but no later than ten (10) days from the date of the informal hearing.

Protest After Opening/Prior to Award:

Bid protests against the making of an award by South Alabama Regional Planning Commission must be submitted in writing to the Contracting Officer and received within seven (7) days of the award by South Alabama Regional Planning Commission. Notice of the protest and the basis thereto will be given to all bidders or proposers. In addition, when a protest against the making of an award by South Alabama Regional Planning Commission is received and it is determined to withhold the award pending disposition of the protest, the bidders or proposers whose bids or proposals might become eligible for award shall be requested, before the expiration of the time for acceptance, to extend or to withdraw the bid. Where a written protest against the making of an award is received in the time period specified, award will not be made prior to seven (7) days after resolution of the protest unless South Alabama Regional Planning Commission determines that:

- (a) the items to be purchased are urgently required
- (b) delivery or performance will be unduly delayed by failure to make an award promptly, or
- (c) failure to make an award will otherwise cause undue harm to South Alabama Regional Planning Commission or the federal government.

Protest After Award:

In instances where the award has been made, the Contractor shall be furnished with the notice of protest and the basis thereof. If the contractor has not executed the contract as of the date of the protest is received by South Alabama Regional Planning Commission; the execution of the contract will not be made prior to seven (7) days after resolution of the protest unless South Alabama Regional Planning Commission determines that:

- (a) the items to be purchased are urgently required
- (b) delivery or performance will be unduly delayed by failure to make an award promptly, or
- (c) failure to make an award will otherwise cause undue harm to South Alabama Regional Planning Commission or the federal government.

FTA Protest Review Procedures

Circumstances under which FTA will accept and review protests are limited to the following:

- (a) The alleged failure of South Alabama Regional Planning Commission to have written protest procedures;
- (b) The alleged failure of South Alabama Regional Planning Commission to follow such procedures;
- (c) The alleged violation by South Alabama Regional Planning Commission of a specific federal requirement, which provides an applicable complaint procedure.

In the instance of (c) above, the applicable complaint procedure shall be submitted and processed in accordance with pertinent federal regulations (e.g., 49 CFR Part 661, Section 661.15 for Buy America, or 49 CFR Part 23.73 for Minority Business Enterprise participation). Should protest be filed with the FTA under either (a) or (b) above, FTA pursuant to Circular 4220.1D will use the following process:

1. Parties shall file protest with FTA not later than five days after the General Manager as provided herein renders a final decision. In instances where the protester alleges that South Alabama Regional Planning Commission failed to make a final determination on the protest, protesters shall file a protest with FTA not later than five days after the protester knew or should have known of South Alabama Regional Planning Commission's failure to render a final determination on the protest;
2. South Alabama Regional Planning Commission shall not award a contract for five days following its decision on bid protest except in accordance with the provisions and limitations of item 9 of this section. After five days, South Alabama Regional Planning Commission shall confirm with FTA that FTA has not received a protest on the contract in question;
3. Protests shall be filed with the FTA Region IV office with a concurrent copy to The South Alabama Regional Planning Commission Transit;
4. The protest filed with FTA shall:
 - (a) Include the name and address of the protester;
 - (b) Identify the grantee, project number, and the number, if any, of the contract solicitation;
 - (c) Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures, and should be supported by documentation to the extent possible;
 - (d) Include a copy of the local protest filed with South Alabama Regional Planning Commission along with a copy of South Alabama Regional Planning Commission's decision, if any.
5. FTA shall notify South Alabama Regional Planning Commission in a timely manner of the receipt of a protest. FTA shall instruct South Alabama Regional Planning Commission to notify the Contractor of the protest if award has been made or, if no award has been made, to notify all interested parties. South Alabama Regional Planning Commission shall instruct all who receive such notice that they may communicate further directly with FTA;
6. South Alabama Regional Planning Commission shall submit the following information to FTA not later than ten days after receipt of notification by FTA of the protest:
 - (a) A copy of South Alabama Regional Planning Commission's protest procedures;
 - (b) A description of the process followed concerning the protest, and;
 - (c) Any supporting documentation.
7. South Alabama Regional Planning Commission shall provide the protester with a copy of the above submission;

8. The protester may provide any comments on South Alabama Regional Planning Commission's submission no later than ten days after the protester's receipt of such material;

9. When a protest has been filed in a timely fashion with South Alabama Regional Planning Commission before award, South Alabama Regional Planning Commission shall not make an award prior to five days after the resolution of the protest, or if a protest has been filed with FTA, during the period in which the protest is pending, unless South Alabama Regional Planning Commission determines that:

- (a) The items to be procured are urgently required;
- (b) Delivery or performance will be unduly delayed by failure to make the award promptly, or;
- (c) Failure to make prompt award will otherwise cause undue harm to The South Alabama Regional Planning Commission or the Federal Government.

In the event that South Alabama Regional Planning Commission determines that the award is to be made during the five- day period following the local protest decision or the period in which the protest is pending, South Alabama Regional Planning Commission shall notify FTA prior to making such award;

10. Upon receipt of the material described herein, FTA will either request further information or a conference among parties, or will render a decision on the protest.

Addendum

Any changes in these instructions, the general conditions or scope of work, or other requirements will be accomplished by an addendum in writing, sent to all prospective proposers. All such addenda shall become a part of the contract. Each prospective proposer is required to acknowledge receipt of all addenda in writing. Failure to acknowledge receipt of all addenda may cause the proposals to be considered non-responsive, and therefore, rejected.

Proposals withdrawal

Each and every proposer who submits their proposal specifically waives any right to withdraw it except as hereinafter provided. Proposers will be given permission to withdraw any proposals after it has been deposited with South Alabama Regional Planning Commission provided proposer makes his request by telephone, facsimile or in writing, twenty-four (24) hours before the due time. Request pertaining to withdrawal by telephone or facsimile must be confirmed in writing by the proposer and must reach the office of the Director of Planning of South Alabama Regional Planning Commission not later than one (1) hour prior to the time fixed for submission of proposals.

No proposers may withdraw their proposal within sixty (60) days after the date fixed for proposals opening.

Proposal rejection

South Alabama Regional Planning Commission reserves the right to waive any minor proposals informalities or irregularities received which do not go to the heart of the proposals or prejudice other proposers, or to reject, for good and compelling reasons, any and all proposals submitted. Conditional proposals, or those which take exception to the general conditions, scope of work, or to other contract requirements may be rejected. When a proposal shows evidence of unbalanced proposal (i.e., some of the items represent nominal prices while others are grossly inflated) such proposals may be deemed non- responsive.

Proposal evaluation/qualification for award

- (a) Proposals will be awarded to the responsive and responsible proposers.
- (b) Consideration will be given to Proposer's previous experience, price, financial responsibility of

proposers, responsiveness to this scope of work, including level of participation for DBE's.

(c) Proposers may be required to submit statements of their financial responsibility, qualifications and performance records before contract can be awarded to them. South Alabama Regional Planning Commission shall have the right to conduct a pre-award survey of each proposer.

(d) Have the necessary facilities and financial resources, or has the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the time required.

(e) South Alabama Regional Planning Commission reserves the right to conduct a price analysis for any purchase. South Alabama Regional Planning Commission may be required to perform a price analysis when competition is lacking for any purchase. Sole source procurement or procurement which results in a single proposal being received will be subjected to a cost or price analysis which will include the appropriate verification of cost data, the evaluation of specific elements of cost and the projection of the data to determine the effect on proposal prices.

(f) South Alabama Regional Planning Commission may require a pre-award audit and potential contractors shall be prepared to submit data relevant to the proposal work which will allow South Alabama Regional Planning Commission to sufficiently determine that the proposal price is fair, reasonable and in accordance with federal, state and local regulations.

EXHIBIT C – PROCUREMENT INFORMATION FORM

Procurement Information Request Form

Name of Organization: _____

Organization's Address: _____

Telephone Number: _____

Years in Business: _____

Company Federal taxpayer identification number _____

Organization is (check one):

Corporation _____

Partnership _____

Joint Venture _____

Sole Proprietorship _____

Public Agency _____

Quasi-Public Agency _____

Other: (Explain): _____

If the organization is a corporation, indicate the following:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

If the organization is an individual or a partnership indicate the following:

Date of Organization: _____

Name and address of all partners: _____

Organization's Authorized Representatives:

Contact for Questions about Proposal:

Name _____

Title: _____

Phone: _____

Email Address: _____

Officer responsible for Contract Performance:

Name _____

Title: _____ Phone: _____

Email Address: _____

Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide The South Alabama Regional Planning Commission with the services described in the Request for Quotes. The stated Proposal shall be firm for 60 days from the due date for this Proposal.

The Contractor hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

Authorized Signature: _____

Title: _____

Date: ____ / ____ / ____

EXHIBIT D – ACKNOWLEDGEMENT OF ADDENDA FORM

Acknowledgement of Addenda

The undersigned acknowledges receipt of the following addenda to the documents. (Give number and date of each).

Addenda No.	_____	Dated: _____
Addenda No.	_____	Dated: _____
Addenda No.	_____	Dated: _____
Addenda No.	_____	Dated: _____
Addenda No.	_____	Dated: _____

Failure to acknowledge receipt of all addenda may cause the bid to be considered non responsive to the invitation, which would require rejection of the bid. The outside of the envelope carrying the bid shall be marked to show amendments and addendums received.

Date: _____

Signature: _____

Company Name: _____

Title: _____

EXHIBIT-E REQUIRED CERTIFICATIONS

CERTIFICATION OF ELIGIBILITY

_____ hereby certifies that neither
(Name of Proposer)
it nor its "principals" is included on the U.S. Comptroller General's Debarred Proposers List.

Signature: _____

Firm: _____

The Proposer certifies to the best of its knowledge and belief that it and its principals

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this transaction by any Federal department or agency.

Have not, within a three-year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B of this Certification.

Have not, within a three-year period preceding the date of this Proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall include an explanation in such regard with its Proposal.

(Check One)

_____ I DO CERTIFY

_____ I DO NOT CERTIFY

SIGNATURE: _____

TITLE: _____

DATE: ____ / ____ / ____

CERTIFICATION OF NON-COLLUSION

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment , or services described in this procurement document, designed to limit independent bidding or competition;

That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or it's surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official awarding of this procurement.

That I have fully informed myself regarding the accuracy of the statement made in the certificate.

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: ____ / ____ / ____

CERTIFICATION ON RESTRICTIONS ON LOBBYING

I, _____, of _____,
Name & Title Name of Firm

hereby certify that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with its instruction as amended.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

The undersigned acknowledges that this certification is a material representation of fact, upon which reliance is placed at the time that the transaction concerned herewith was made or entered into, and that submission of this certification is a prerequisite for making or entering into such transaction imposed by Section 1352, Title 31, U.S. Code as amended. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 US Code A3801, et seq., apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20_____.

By: _____
Signature & Title of Authorized Official

BUY AMERICA CERTIFICATION

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

**TRANSIT VEHICLE MANUFACTURER'S (TVM) CERTIFICATION
OF COMPLIANCE WITH 49 CFR §26.49(a)**

This procurement is subject to the provisions of 49 CFR §26.49(a). Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include such certification will not be considered.

TRANSIT VEHICLE MANUFACTURER'S CERTIFICATION

(Name of Firm) _____, a TVM, hereby certifies that it has complied with the requirements of 49 CFR §26.49(a) by submitting a current annual DBE goal to FTA. The goal applies to Federal Fiscal Year _____ (October 1, _____, to September 30, _____), and has been approved or not disapproved by FTA.

(Name of Firm) _____, hereby certifies that

(Name of Firm) _____, manufacturer of the transit vehicle to be supplied by (Name of Manufacturer) has complied with the above-referenced requirement of 49 CFR §26.49(a)

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: _____ / _____ / _____

**CERTIFICATION OF COMPLIANCE WITH
FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS)**

The bidder hereby certifies that vehicles to be provided under the resultant contract award comply with all stipulated and relevant Federal Motor Vehicle Safety Standards (FMVSS). In accordance with the Federal Government Required Clauses (FTA) of this contract, the bidder shall ensure that all vehicles will be affixed with a bus “manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS”.

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: / / _____

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665. A copy of the STURRA test report prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

If a copy of a STURRA test report prepared by the FTA Altoona, Pennsylvania Bus Testing Center is not attached, the undersigned has completed this certification and appropriately initialed with the understanding that such vehicle model or models either will fully complete Altoona Testing prior to first vehicle orders and that such test report is forwarded to The South Alabama Regional Planning Commission for verification, or vehicle model or models bid will be subject to disqualification from bid award for non-compliance. The time frame for compliance or non-compliance, for vehicle models bid that do not have a STURRA test report submitted, will be subject to determination by The South Alabama Regional Planning Commission.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31.

In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: _____

Signature: _____

Name: _____

Title: _____

Company Name: _____

Check one that applies:

Copy of Altoona Test Report (STURRA) for vehicle model bid is attached (initial)_____.

STURRA Test Report #: _____

Copy of Altoona Test Report (STURRA) for vehicle model bid is not attached (initial) _____

EXHIBIT E – COST PROPOSAL FORM

COST PROPOSAL

The Proposer shall use this form for submission of its cost proposal.

Please specify if this form is for a side accessible entrance or rear accessible entrance vehicle. If proposing for both vehicle type, fill out a complete cost proposal form for each.

The South Alabama Regional Planning Commission is exempt from the payment of state tax and federal excise and transportation taxes; such taxes must not be included in proposed prices. The South Alabama Regional Planning Commission will furnish appropriate exemption certificates.

Dealership: _____

Date: _____

Contact Person: _____

Manufacturer: _____

Model Year: _____

Model Name: _____

Side Accessible Entrance or Rear Accessible Entrance: _____

Standard Features Price: _____

Conversion Price: _____

Vehicle Accessories, list Specific Item

Price

_____	_____
_____	_____
_____	_____
_____	_____

Warranty Coverage:

Duration

Price

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name of Proposer: _____ Date: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____